

INSTRUCTIONS: Complete this form and mail to the U.S. BANKRUPTCY COURT, ATTN: CLAIMS

B-19 (3-88) United States Bankruptcy Court		PROOF OF CLAIM	
BOISE DISTRICT OF IDAHO 550 W. Fort Street, PO BOX 042, BOISE, ID 83701		CHAPTER <input type="checkbox"/> 7 <input type="checkbox"/> 11 <input type="checkbox"/> 12 <input checked="" type="checkbox"/> 13	
Name of Debtor CLINTON "PAT" HINTON		Bankruptcy Case No. 99-41638	
A. CREDITOR INFORMATION			
(The creditor is the person or other entity to whom the debtor owes money or property)			
Name and Address of Creditor LES SCHWAB TIRE CENTERS OF IDAHO, INC. PO BOX 667 PRINEVILLE, OR 97754		<input type="checkbox"/> Check box if you never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if this address differs from the address on the envelope sent to you by the court. <input type="checkbox"/> Check box and attach copy of assignment if claim has been assigned to you.	
Number by which creditor identifies debtor: 92-02391		<input type="checkbox"/> replaces Check here if this claim <input type="checkbox"/> amends a previously filed claim dated: _____ <input type="checkbox"/> supplements	
B. CLAIM INFORMATION			
1. BASIS FOR CLAIM:			
<input checked="" type="checkbox"/> Goods purchased <input checked="" type="checkbox"/> Service performed <input type="checkbox"/> Monies loaned <input type="checkbox"/> Other forms of contract (Identify) <input type="checkbox"/> Personal injury/Wrongful death/Property damage <input type="checkbox"/> Other (Describe briefly)		<input type="checkbox"/> Wages, Salaries and Commissions (Fill out below) Your social security number _____ Unpaid services performed from _____ to _____ Nature of services (Describe briefly)	
2. DATE DEBT WAS INCURRED: 10/07/1998			
3. CLASSIFICATION OF CLAIM: Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Priority, (3) Secured. It is possible for a claim to be partly in one category and partly in another - such as wage claim which may be a priority claim for the first \$2,000 and unsecured nonpriority claim for the balance. Classify the nature of the claim by CHECKING THE APPROPRIATE BOX OR BOXES which you believe best describes the claim. STATE THE AMOUNT OF THE CLAIM.			
<input type="checkbox"/> UNSECURED NONPRIORITY CLAIM \$0.00 For the purposes of this form, a claim is unsecured if there is no collateral, or to the extent the value of the collateral is less than the amount of the debt.		<input type="checkbox"/> PRIORITY CLAIM \$0.00 Specify the priority of the claim by checking the appropriate box(es) <input type="checkbox"/> Wages, salaries or commissions (up to \$2000 earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier) - 11 U.S.C. §507(a)(3) <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507(a)(4) <input type="checkbox"/> Up to \$900 of deposits toward a purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507(a)(6) <input type="checkbox"/> Taxes or penalties of governmental units - 11 U.S.C. §507(a)(7) <input type="checkbox"/> Other specify:	
<input checked="" type="checkbox"/> SECURED CLAIM \$278.31 Attach evidence of perfection of security Brief description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other			
4. TOTAL AMOUNT OF CLAIM: \$0.00 (Unsecured) + \$278.31 (Secured) + \$0.00 (Priority) = \$278.31 (Total)			
5. Attach copies of documents in support of this claim, such as purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.		THIS SPACE IS FOR COURT USE ONLY	
6. This form should not be used to make a claim for expenses incurred after the filing of the bankruptcy petition. Such expenses may be paid only upon proper application and notice pursuant of 11 U.S.C. §503.			
7. CREDITS AND SETOFFS: Attach an itemization of all amounts and dates of payments which have been credited against the debt. Set forth any setoff or counterclaim which the debtor may have against your claim.			
8. To receive an acknowledgment of the receipt of your claim, enclose a stamped, self-addressed envelope and a copy of your claim.			
C. CERTIFICATION			
The undersigned certifies under penalty of perjury that the debtor named above is indebted to the claimant in the amount shown, that there is no security for the debt other than that stated above or in an attachment to this form, that no unmatured interest is included, and that the undersigned is authorized to make this claim.			
Date: October 29, 1999	Sign and Print the Name and Title, if any, of the Creditor or Other Person Authorized to File this Claim (attach copy of power of attorney, if any) LES SCHWAB TIRE CENTERS OF IDAHO, INC. Roxane Slaven, Bankruptcy Administrator		

Penalty for Presenting Fraudulent Claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. Title 18, U.S.C. §152 & §3623.

Customer 92-02391
HINTON, CLINTON "PAT"
1006 4TH AVE DR
JEROME ID 83338

EQUAL PAYMENT ACCT OPEN ACCOUNT

SS# 518-96-2753 Since 0898
PH# 324-4827 Fax#
DRL# V6458743J
Business Contact DAN MICHIC
Sales Tax Exempt No.
BANKO 10-99

:
: Co-Applicant Relation ()
:
:
: 00000
: SS# PH#
: Co-Signer Acct# 00000 Rel Date
:
:
: 00000
: SS# PH#
: Previous Address Since

INT/AGE PARTIAL PAYMENT MADE ON ACCOUNT
Credit Limit 250 Pts Credit Limit Set 6/30/1999 OVER CREDIT \$28
Present Bal 278.31 Date 9/16/1999 Prior Bal 278.31
High Balance 364 Date Last Sale 4/16/1999 Curr Chgs .00
Customer Pay Day 00 Date Opened 3/20/1998 Curr Crdts .00
Equal Pmt Ba 355.57 Equal Pmt Amt 35.00 Payment Due 70.00

: 00000
:
: Employer Since 397 Salary 2300
: ERC
: Work Phon 735-2300
: Message P
: Last Application Update

*** ACCOUNT HISTORY ***
CURR 12 PART 2 1 MO 5 2 MO 3 MO 4 MO 5 MO

:
: Transfer from
: C) P) 1) 2) 3) 4)

RYAN EATON - 735-2300
BEV WILLIAMS - 324-8716

Date	Inv#	Type	Qty	Amount	LSP Code	Product Description	Balance
10/07/1998	194676	CHG	2	207.98	84-175-54	LT265/75R-16/6	
		CHG	1	10.40	2-21	IDAHO SALES TAX	
		LICENSE	2J4165				
		MILEAGE	715776				
		COMMENTS: ON FRONT					
		Inv Total		218.38			301.69
10/29/1998		SVC		3.66		1 MTH PAST DUE	
		Inv Total		3.66			305.35
11/09/1998	197472	ROA	1-	55.00-			
		Inv Total		55.00-			250.35
11/28/1998		SVC		4.00		ACCOUNT CURRENT	
		Inv Total		4.00			254.35
12/28/1998		SVC		3.76		1 MTH PAST DUE	
		Inv Total		3.76			258.11
1/08/1999	202059	ROA	1-	60.00-			
		Inv Total		60.00-			198.11
1/28/1999		SVC		3.22		ACCOUNT CURRENT	
		Inv Total		3.22			201.33
2/13/1999	1279	ROA	1-	30.00-			
		Inv Total		30.00-			171.33
2/25/1999		SVC		2.79		ACCOUNT CURRENT	
		Inv Total		2.79			174.12
3/29/1999		SVC		2.57		1 MTH PAST DUE	
		Inv Total		2.57			176.69
4/12/1999	209532	ROA	1-	60.00-			
		Inv Total		60.00-			116.69
4/16/1999	210011	CHG	2	208.50	84-175-54	LT265/75R-16/6	
		CHG	2	19.00	6-955-56	WHL BALANCE-SPI	
		CHG	1	11.38	2-21	IDAHO SALES TAX	
		LICENSE	2J28280				
		MILEAGE	79611				
		Inv Total		238.88			355.57

Date	Inv#	Type	Qty	Amount	LSP Code	Product Description	Balance
4/28/1999		SVC		3.66		ACCOUNT CURRENT	
		Inv Total		3.66			359.23
5/27/1999		SVC		5.33		1 MTH PAST DUE	
		Inv Total		5.33			364.56
6/16/1999	215124	ROA 1-		35.00-			
		Inv Total		35.00-			329.56
6/28/1999		SVC		5.18		PARTIAL PAYMENT	
		Inv Total		5.18			334.74
7/16/1999	217839	ROA 1-		35.00-			
		Inv Total		35.00-			299.74
7/29/1999		SVC		4.74		ACCOUNT CURRENT	
		Inv Total		4.74			304.48
8/28/1999		SVC		4.50		1 MTH PAST DUE	
		Inv Total		4.50			308.98
9/16/1999	127126	ROA 1-		35.00-			
		Inv Total		35.00-			273.98
9/28/1999		SVC		4.33		PARTIAL PAYMENT	
		Inv Total		4.33			278.31

BACK OF RETAIL CREDIT APP.

V. I agree to pay Seller for all purchases made by me and by others I have allowed to make purchases under this Agreement. When I have a balance due Seller, Seller will bill me after the 25th of each month for all previous unpaid purchases. The monthly statement will set forth my total unpaid balance and my minimum monthly payment if applicable. Before the 10th day of each month following purchase, I agree to pay Seller either the total unpaid balance or the applicable specified minimum monthly payment as follows:

<input type="checkbox"/>	IF ENDING BALANCE IS:	MINIMUM MONTHLY PAYMENT IS:	IF ENDING BALANCE IS:	MINIMUM MONTHLY PAYMENT IS:
<input type="checkbox"/>	0.01 - 10.00	10.00	250.01 - 500.00	50.00
<input type="checkbox"/>	10.01 - 50.00	50.00	500.01 - 1,500.00	75.00
<input type="checkbox"/>	50.01 - 100.00	100.00	1,500.01 - 2,500.00	150.00
<input type="checkbox"/>	100.01 - 250.00	250.00	OVER 2,500.00	1/3 Balance

If I pay for purchases within 90 days of the purchase date, FINANCE CHARGES added to the unpaid balance will be refunded. If I do not pay for the purchases within 90 days of the date of purchase, Seller will add a FINANCE CHARGE to my account beginning as of the billing date shown on the monthly statement for the month in which Buyer made the oldest purchase.

VI. If no box is checked, I will pay under the provision of the first option.

VII. Seller will compute the FINANCE CHARGE as follows (except Montana Les Schwab Tire Centers): Seller will take the beginning balance of my account each day, add any new purchases, and subtract any payments or credits and any unpaid FINANCE CHARGES. This gives Seller the daily balance. Then, Seller will add all the daily balances for the billing cycle together and divide the total by the number of days in the billing cycle. This gives Seller the average daily balance. Seller will then multiply my average daily balance by the periodic rate of 1 1/2 percent per month, which is an ANNUAL PERCENTAGE RATE of 18.0 percent. Montana Les Schwab Tire Centers compute the FINANCE CHARGE by applying the periodic rate to the ending balance of my account (less current purchases). My FINANCE CHARGE is the greater of that product or \$0.50 per month. I may pay the total unpaid balance at any time without any prepayment penalty.

VIII. I will not be required by Seller to pay any annual, periodic, membership, maintenance fee, and/or transaction charge for the issuance or availability of Seller's consent to grant credit to me agree to pay return check fees to the fullest extent allowable by applicable state law assessed by Seller for any and all of my checks returned to Seller for any reason whatsoever. The return check fee will appear as a charge on the monthly statement in the month the check is returned to Seller. I agree to pay Seller's administrative costs (postage and handling fees, telephone expense, correspondence fees, photocopy expense or other costs) incurred. These costs may be assessed annually.

IX. My payments will be applied as follows:

A. First, to any applicable FINANCE CHARGE.

B. Then, to items first purchased.

C. If I buy more than one item at the same time, the lowest priced item will be paid first.

D. All down payments will be applied to services rendered and then to items purchased simultaneously with the down payment.

X. I agree all items purchased under this Agreement are for personal, family, household use.

XI. If I fail to perform as agreed, if Seller reasonably deems itself insecure, or if I am otherwise in default, Seller may take any action allowed under applicable law including without limitations:

A. Seller may declare everything I owe immediately due and payable without further notice. If notice is required, notice shall be deemed reasonable if it is mailed at least 10 days in advance by registered or certified mail to my last address I have provided to Seller in writing.

B. Seller may take back any goods under this Agreement. Seller may enter my driveway, garage or similar property without further permission from me.

C. I agree to pay all fees, costs and expenses of collections, and/or fees, costs and expenses of restocking, special order, repossessing the goods, selling them, and all fees, costs and expenses of any other efforts to collect what I owe to the fullest extent allowed under applicable law.

D. I agree to pay Seller's attorney fees, costs and expenses, whether or not there is a lawsuit, and I agree to pay Seller's attorney fees, court costs and expenses, both at trial and on appeal to the fullest extent allowed under applicable law.

XII. All remedies shall be cumulative. Failure of Seller to exercise a remedy shall not waive that remedy.

XIII. Seller may change the terms of this Agreement including, but not limited to, the FINANCE CHARGE, and the applicable ANNUAL PERCENTAGE RATE or RATES, the method of figuring the balance on which the FINANCE CHARGE is applied, the minimum monthly payment required, the closing date and length of the monthly billing cycle, by mailing a notice of the change to me as may then be required by applicable law.

XIV. If you are a Les Schwab employee purchasing under the Les Schwab Retail Credit Plan and are employed in the states of Oregon, Washington, Idaho or Nevada, the following applies:

All Unpaid Balances Are Due And Payable Immediately Upon Termination Of Employment. I understand and agree that if my employment with Les Schwab terminates, for any reason, any unpaid balance on this Retail Credit Plan will become immediately due and payable, even if such balance would not otherwise be due. I also understand and agree that Les Schwab, as my employer, may withhold from my final pay check or other compensation due and owing, the entire unpaid balance due on this account.

EXCEPT AS EXPRESSLY SET FORTH IN WRITING AND SIGNED BY SELLER, SELLER PROVIDES NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER OF FITNESS OR MERCHANTABILITY, FOR ANY GOODS OR SERVICES AND THE EXPRESS WARRANTIES PROVIDED SHALL BE IN LIEU OF ANY OTHER SUCH WARRANTIES. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES OF ANY NATURE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN THE EVENT OF DEFAULT, ALL PROVISIONS OF SELLER'S WARRANTIES BECOME NULL AND VOID.

See reverse side of customer copy hereof for important information regarding your right to dispute billing errors.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF; RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER



Northwest's Largest Independent Tire Dealer

861021

OLD TO:

CLINTON HINTON
1006 4TH AVE DR
JEROME ID 83338 2137LES SCHWAB TIRE CENTER
421 BLUE LAKES BLVD. N.
TWIN FALLS, ID. 83301 0000
208-734-7555

ACCT	92 02391	INVOICE	194676
DATE	10-07-1998	TIME	5:32:18 PM

SOLD BY	TRANSACTION TYPE	WORK ORDER #	CUSTOMER PO #	LICENSE	MILEAGE	YEAR / MAKE / MODEL
BB	CHARGE	98361		2J4165	715776	GMC P/U BLUE/SILVER

QTY.	PRODUCT CODE	PRODUCT DESCRIPTION	PRICE	FET	AMOUNT
2	08417554	LT265/75R-16/6 WILD COUNTRY ALL POSITION 75 SERIES OUTLINE WHITE LETTER ON FRONT	103.25	.74	207.98

NOTICE: The following conditions apply to all sales except where Seller issues a written warranty.
SELLER ASSIGNS TO PURCHASER ALL RIGHTS AND REMEDIES UNDER MFRS. EXPRESS AND IMPLIED WARRANTIES, BUT OTHERWISE
EXCLUDES ALL LIABILITY FOR WARRANTY DAMAGES, SPECIAL AND CONSEQUENTIAL DAMAGES FOR LES SCHWAB MFRD. PRODUCTS
EXCLUDED TO EXTENT LAW ALLOWS. ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS INVOICE.
Purchaser acknowledges having received the goods described above and having read and received a copy of the security agreement
contained on the reverse side hereof.

SALES TAX 10.40

DISPOSAL TAX .00

TOTAL 218.38

PURCHASER

OFFICE COPY



Northwest's Largest Independent Tire Dealer

518885

LD TO:

CLINTON "PAT" HINTON
1006 4TH AVE DR
JEROME ID 83338 2137LES SCHWAB TIRE CENTER
421 BLUE LAKES BLVD. N.
TWIN FALLS, ID. 83301 0000
208-734-7555

ACCT 92 02391

INVOICE 210011

DATE 04-16-1999

TIME 5:17:41 PM

SOLD BY	TRANSACTION TYPE	WORK ORDER #	CUSTOMER PO #	LICENSE	MILEAGE	YEAR / MAKE / MODEL
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TD	CHARGE	114349		2J28280	79611	1992 CHEVY
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QTY.	PRODUCT CODE	PRODUCT DESCRIPTION	PRICE	FET	AMOUNT
2	08417554	LT265/75R-16/6 WILD COUNTRY ALL POSITION 75 SERIES	103.25	1.00	208.50
2	00695556	OUTLINE WHITE LETTER WHEEL SPIN BALANCE	9.50		19.00

NOTICE: The following conditions apply to all sales except where Seller issues a written warranty.
SELLER ASSIGNS TO PURCHASER ALL RIGHTS AND REMEDIES UNDER MFRS. EXPRESS AND IMPLIED WARRANTIES, BUT OTHERWISE EXCLUDES ALL LIABILITY FOR WARRANTY DAMAGES, SPECIAL AND CONSEQUENTIAL DAMAGES FOR LES SCHWAB MFRD. PRODUCTS EXCLUDED TO EXTENT LAW ALLOWS. ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS INVOICE.
Purchaser acknowledges having received the goods described above and having read and received a copy of the security agreement contained on the reverse side hereof.

PURCHASER X

SALES TAX 11.38

DISPOSAL TAX .00

TOTAL 238.88

OFFICE COPY

LES SCHWAB TIRE CENTERS
SECURITY AGREEMENT

Les Schwab Tire Centers ("Seller") and the purchaser identified on the reverse side hereof ("Buyer") agree as follows:

Buyer has purchased certain property ("goods") and/or services from Seller, described on the reverse side hereof. The term "Seller" in this Security Agreement includes Seller and all affiliates of Seller.

Unless Buyer has paid for such goods and services in full, as indicated by Seller on the reverse side hereof, the following shall apply:

1. Buyer agrees to pay Seller for everything Buyer purchases. Unless Buyer has a separate written Credit Plan Agreement approved by Seller, Buyer will pay immediately for the goods or services purchased in cash or before the 10th day of the month following any purchase. If Buyer has entered into a Retail Credit Plan Security Agreement ("Retail Agreement") or a Commercial Credit Plan Security Agreement ("Commercial Agreement") with Seller, Buyer agrees that all goods purchased are for the uses specified on the Retail Agreement and/or Commercial Agreement between Seller and Buyer as applicable, the terms of the Retail Agreement or Commercial Agreement as applicable are incorporated by this reference. If more than one person has signed, and/or otherwise entered into a Retail Agreement or a Commercial Agreement as applicable, with Seller on behalf of Buyer or has signed the reverse side hereof, all obligations will be joint and several.
2. If the reverse side hereof indicates that the purchase terms are "cash", "cash on delivery" or "COD", Buyer agrees to pay the full amount of the purchase price and any delivery charges in cash or certified funds upon delivery by Seller to the location specified by Buyer. Seller shall have no obligation to release the goods to Buyer unless the purchase price is paid in full. Seller may release the goods to any agent of Buyer at the delivery location.
3. If Buyer has an open account with Seller or signed a Retail Agreement or Commercial Agreement, the following shall apply (in the event of any inconsistency between the following and the terms of the Retail Agreement or Commercial Agreement, the terms of the respective Retail Agreement or Commercial Agreement shall control and shall supersede the provisions hereof):
 - a. When Buyer has a balance due, Seller will bill Buyer monthly, after the 25th day of each month for all previous unpaid purchases. The monthly statement will set forth Buyer's total unpaid new balance and minimum monthly payment, if applicable. All payments hereunder are due by the 10th day of each month.
 - b. If Buyer pays the total new balance on Seller's monthly statement before Seller's next statement closing date, no FINANCE CHARGE will be added to the new balance. If Buyer does not pay the total unpaid balance before the closing date on Seller's next monthly statement, Seller will add a FINANCE CHARGE to Buyer's account beginning as of the billing date shown on the monthly statement. Seller will compute the FINANCE CHARGE as follows (except Montana Les Schwab Tire Centers): Seller will take the beginning balance of Buyer's account each day, add any new purchases, and subtract any payments or credits and any unpaid FINANCE CHARGE(S). This gives Seller the daily balance. Then Seller will add the daily balances for the billing cycle together and divide the total by the number of days in the billing cycle. This gives the Seller the average daily balance. Seller will then multiply Buyer's average daily balance by the periodic rate of 1 1/2% per month, which is an ANNUAL PERCENTAGE RATE OF 18.0%, or the maximum rate permitted by applicable law, if less. In Montana, Les Schwab Tire Centers compute the FINANCE CHARGE by applying the periodic rate to the ending balance of your account less current purchases. Buyer's FINANCE CHARGE is the greater of that product or \$0.50 per month. Buyer may pay the total unpaid balance at any time without any prepayment penalty.
 - c. Buyer's payments will be applied in accordance with the terms of Buyer's Retail Agreement or Commercial Agreement as applicable with Seller.
 - d. To secure all amounts now or hereafter owing to Seller, Buyer grants Seller a contractual purchase money security interest in all goods sold by Seller to Buyer, as specified in Buyer's Retail Agreement, Commercial Agreement or this Security Agreement as applicable with Seller. This includes all accessions, parts, substitutions, and additions to these goods and all proceeds, including insurance proceeds to the fullest extent allowed by law. This security interest shall continue in all goods, even if Buyer has previously paid for the goods in full, at any such time as Buyer has a balance owing. Buyer agrees to execute financing statements covering all property sold under this Security Agreement and to do any further acts and execute any other documents necessary or appropriate to establish and maintain a perfected and senior security interest. Seller may file copies of this Security Agreement as a financing statement.
 - e. If Buyer has a Commercial Agreement with Seller, Buyer agrees that:
 - (1) Until termination of this Agreement, Buyer must keep the goods insured with adequate casualty insurance against all expected risks to which the goods are exposed and those that Seller may reasonably designate;
 - (2) The insurance policies referred to in (1) above must be acceptable to Seller;
 - (3) Buyer must comply with all laws affecting the goods, to pay all taxes and other assessments that may be levied against the goods, and not permit any other liens or security interests that are either prior or equal to the lien of this Security Agreement to attach to the goods.
 - f. If Buyer fails to perform as agreed, if Seller reasonably deems itself insecure, or if Buyer is otherwise in default under Buyer's Retail Agreement, Commercial Agreement or this Security Agreement if applicable, Seller may take any action allowed under law, including without limitation:
 - (1) Seller may declare everything I owe immediately due and payable without further notice. If notice is required, notice shall be deemed reasonable if it is mailed at least 10 days in advance by registered or certified mail to the last address Buyer has provided to Seller in writing.
 - (2) Seller may take back any goods under this Security Agreement. Seller may enter Buyer's driveway, garage, or similar property without further permission from Buyer.
 - (3) Buyer agrees to pay all fees, costs and expenses of collections, and/or all fees, costs and expenses of repossessing the goods, selling them, and all fees, costs and expenses of any other efforts to collect what Buyer owes Seller to the fullest extent allowed under applicable law.
 - (4) Buyer agrees to pay Seller's attorney fees, costs and expenses, whether or not there is a lawsuit, and Buyer agrees to pay Seller's attorney, court costs and expenses, both at trial and on appeal to the fullest extent allowed under applicable law. All such sums are secured by this Security Agreement.
 - g. All remedies shall be cumulative. Failure of Seller to exercise a remedy shall not waive that remedy. A waiver of default by Seller must be in writing to be effective.
 - h. Seller may change the terms of this Security Agreement, including but not limited to, the FINANCE CHARGE and the applicable ANNUAL PERCENTAGE RATE or RATES, the method of computing the balance on which the FINANCE CHARGE is applied, the minimum monthly payment required, the closing date and length of the monthly billing cycle by mailing a notice of change to Buyer as may then be required by applicable law.
4. Any claims for billing adjustment in connection with any invoices must be presented in accordance with the billing errors statement on the Buyer's Retail Agreement, Commercial Agreement or monthly billing statement as applicable, or if Buyer has not executed a Retail Agreement or Commercial Agreement within sixty (60) days following the invoice date, in writing, to the address of Seller set forth on the reverse side hereof.